



**Town of Bluffton
Request for Proposals
Neighborhood Assistance Program Home Repair Construction Services -
Master Services Agreement
RFP # 2015-15**

The Town of Bluffton is soliciting proposals from licensed homebuilders and specialty contractors to enter into a Master Service Agreement to perform home repairs associated with the Town of Bluffton's Neighborhood Assistance Program on an as-needed basis.

Questions pertaining to this RFP must be submitted in writing to George Owens via email at gowens@townofbluffton.com or by fax at 843-706-4518. Questions will be accepted no later than Thursday, October 16, 2014 at 1:00 pm and all questions and responses, if any, will be posted to the Town website. Further, Offerors should check the website periodically for addenda, if any, to this RFP.

Sealed proposals, including supporting documentation, are due by **Wednesday, October 22, 2014 at 10:00 a.m.** at Town Hall, 20 Bridge Street, Bluffton, South Carolina, 29910. Submittals shall be clearly marked as: RFP 2015-15, Neighborhood Assistance Program Home Repair Construction Services - Master Services Agreement Proposals. Offerors must include one (1) original, three (3) copies, and a digital copy on a USB Flash Drive/DVD/CD by the stated deadline.

Mailing Address: Town of Bluffton
 Attn: George Owens
 P.O. Box 386
 Bluffton, South Carolina 29910

Physical Address: Town of Bluffton
 Attn: George Owens
 20 Bridge Street
 Bluffton, South Carolina 29910

Proposals delivered after the time and date set for receipt of proposals shall not be accepted and will be returned unopened to the offeror. It is the offeror's responsibility to ensure timely delivery of their proposal. Weather, flight delays, carrier errors and other acts of otherwise excusable neglect are risks allocated to offerors and will not be exempted from deadline requirements. E-mail, telephone, or facsimile proposals will not be accepted.

All proposals submitted shall include a current e-mail address. Once selection is complete, Notice of Award shall be posted on the Town's website. Notice of Award and notices of non-award, shall be sent to all Offerors via e-mail. No hard copies will be sent regular mail unless specifically requested.

The words "Bidder", "Offeror", "Proposer", "Vendor", and "Firm" are used interchangeably throughout this RFP, and are used in place of the person, vendor, or corporation submitting a bid.

Questions

Questions must be submitted in writing on or before Thursday, October 16, 2014 at 10:00 a.m. to the contact noted below. Questions and answers, if any, will be posted on the Town's website at www.townofbluffton.sc.gov.

Contact: George Owens
Chief Plans Examiner
Email: gowens@townofbluffton.com
Fax: Attn: George Owens, (843) 706-4518
Mail: Town of Bluffton
Attn: George Owens
P.O. Box 386
Bluffton, South Carolina 29910

Proprietary and/or Confidential Information

Your proposal or bid is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. If you cannot agree to this standard, please do not submit your bid or proposal.

All information that is to be treated as confidential and/or proprietary must be CLEARLY identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as CONFIDENTIAL, in bold, in a font of at least 12 point type, in the upper right hand corner of the page. All information not so denoted and identified may be subject to disclosure by the Town.

SCOPE OF SERVICES

The Town of Bluffton, Beaufort County, South Carolina, a municipal corporation is soliciting competitive sealed proposals to contract for construction services for approved home repairs associated with the Town's Neighborhood Assistance Program. The selected Contractor(s) shall perform work which may include, but is not limited to roof repairs, ceiling repairs, window repairs, door replacements, decks and stairs. The contractor will also be responsible for obtaining any required building permits for the repairs from the Town of Bluffton.

The Town will consider entering into a contract with a qualified and responsible persons and/or firms for such services, and accordingly are furnishing herein a set of criteria by which such proposals shall be evaluated. This Agreement will be considered a Master Services Agreement (MSA) with a term of two (2) years with up to one (1) one-year automatic extension. The contractor shall be required to maintain the prices indicated in its bid form for the two-year term of the initial Agreement. The Agreement's one-year extension is expressly conditioned on continued maintenance of the original pricing offered in the bid documents. Any firm desiring to furnish a proposal for such services shall submit a qualification statement following the instructions and format of the attached Request for Proposals (RFP) documents.

The contractor shall maintain appropriate insurance coverage including Worker's Compensation, Auto Liability, and General Liability Insurance throughout the term of the Agreement. Coverage types, limits, and carriers are subject to approval by the Town of Bluffton in its sole opinion.

The contractor shall possess a Town of Bluffton business license. The Town of Bluffton Business License Office may be contacted at (843) 706-4501.

The Town shall submit a Work Authorization form for each request for service(s) to the contractor for work to be performed under the Master Services Agreement (MSA). The contractor shall respond to requests for work authorizations in a timely manner. Contractor's authorized representative shall meet the Town's representative on a prospective work site within two (2) business days of the initial request from the Town in order to determine the scope of work, and Contractor shall mobilize with sufficient forces and materials to diligently perform the agreed-upon work within five (5) business days of the initial request from the Town. In the event the work to be performed is emergency in nature, these time frames shall be reduced to twenty-four (24) hours for the initial site meeting and forty-eight (48) hours for mobilization.

PROPOSAL SUBMITTALS

Proposals must contain one (1) original, three (3) copies, and a digital copy on a USB Flash Drive/DVD/CD of the following:

1. Statement of qualifications including description of similar project experiences and explanation of firm's personnel and resources available for performance of the contemplated work;
2. Three references for similar work performed for other organizations including contact names, email addresses, and phone numbers;
3. Verification of local business status (see Preferred Status information below), if applicable;
4. A statement verifying ability to obtain a Town of Bluffton business license or a copy of your Town of Bluffton business license;

5. Copy of Town of Bluffton Business License or letter of commitment to obtain Town Business License if contract is awarded;
6. Listing of individual and/or firm's current insurance policy limits for General Liability, Professional Liability, Worker's Compensation and Auto insurance policies; and
7. Completed bid form. The bid form should include hourly rates for services. The bid form rates are inclusive of all costs including, but not limited to, salaries and wages paid to personnel in each billing class plus customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

LOCAL VENDOR PREFERENCE

The Town of Bluffton encourages local businesses to participate in this RFP. For a firm to be eligible for Local Preference Certification, the company must have held a valid Town Business License for a consecutive period of at least two (2) years prior to application, and the company must maintain within Beaufort County a local office with a majority of its full-time employees, chief officers, and managers regularly conducting work at this location, properly licensed for commercial operations, open to the public, and in compliance with local zoning requirements.

EVALUATION CRITERIA

Offerors' proposals will be evaluated using these selection criteria:

- Qualifications including experience on similar projects and available resources – 30%
- Review of references – 25%
- Price – 40%
- Local (Beaufort County) Business and/or Minority or Disadvantaged Business Enterprise – 5%

TOWN OF BLUFFTON RIGHTS

Proposals must be signed by an official of the company authorized to bind the offeror, and it shall contain a statement that the proposed price is good for a period of at least ninety (90) days from the submittal date.

The Town reserves the right to refuse any and all proposals and to waive any technicalities and formalities. The Town reserves the right to negotiate with all qualified offerors. The Town may cancel this solicitation in part or in its entirety if it is in the Town's best interest to do so.

This solicitation does not commit the Town to award a contract, or to pay for any cost incurred in the preparation of your proposals, or to procure or contract for any articles of goods or services.

The Town does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or in the provision of goods or services.

ATTACHMENTS:

1. Neighborhood Assistance Program Services Bid Form;
2. Town of Bluffton Standard Agreement; and
3. Master Service Agreement Work Authorization Form.

Attachment 1



Town of Bluffton

Neighborhood Assistance Program - Master Services Agreement

RFP 2015-15

Bid Form

Company Name: _____

Contact Person: _____

Business Address: _____

Phone Number: _____

E-Mail Address: _____

**Town Business
License Number:** _____

Classification	Hourly Rate	Remarks
SC State Licensed Residential Homebuilder		
SC State Licensed General Contractor		
SC State License Electrical Contractor		
SC State Licensed Plumber		
SC State Licensed Specialty Contractor		
Other Service(s) Provided (e.g Painting)		

Signature: _____

Date: _____

Print Name: _____

Attachment 2

TOWN OF BLUFFTON AGREEMENT Contract Number <200X-XX>

COUNTY OF BEAUFORT

STATE OF SOUTH CAROLINA

THIS AGREEMENT is made the ____ of _____, 201_ between <Contractor> (hereinafter called "Contractor") and the Town of Bluffton (hereinafter called "Town"), a municipal corporation organized and existing under the laws of the State of South Carolina.

WHEREAS, the Town desires <purpose of contract>; and

WHEREAS, the Town and Contractor desire to enter into an Agreement wherein the Contractor shall provide such services as set forth herein below:

NOW, THEREFORE, for and in consideration of the mutual promises, undertaking and covenants set forth herein, the receipt and sufficiency of which are acknowledged and affirmed by the Town and the Contractor, the parties hereto agree as follows:

1. Services/Schedule: The Contractor shall perform services per the attached scope of work and schedule in "Attachment 1".
2. Deliverables: The deliverables resulting from execution of the above mentioned work shall be:
<Deliverables>
3. Fees: The total cost of these services shall be \$ <Costs> per "Attachment 2".
4. Invoicing: The Contractor shall send invoices to the Town of Bluffton, PO Box 386 Bluffton, SC 29910, Attn: <Project Manager>. The invoice should reference contract number <200X-XX> Approved invoices shall be paid within 30 days upon receipt of invoice.
5. General Terms and Conditions:
 - a. The contractor is required to maintain appropriate levels, in the Town's sole opinion, of insurance for general liability, auto liability, professional liability, and workers compensation coverage. The contractor must provide the Town with a Certificate of Insurance for each that names the Town as an additional insured. The contractor is required to immediately contact the Town should any change to these policies occur during the course of the performance of this contract. Failure to maintain these policies is grounds for termination.
 - b. Work will commence at NOTICE TO PROCEED and expire upon completion and acceptance of the project. All deliverables, whether goods, services, supplies, or other, shall become the property of the Town. Any deliverables that may be provided in hard copy and electronic form, such as drawings, plans, specifications, reports, or other, shall be provided in such formats and orientations as required by the Town.
 - c. Contractor shall be licensed to perform the work including, but not limited to, a current Town of Bluffton Business License and any required State of South Carolina license.
 - d. Contractor shall comply with the most current Federal and State of South Carolina Laws and Regulations, including but not limited to, Fair Labor Standards Act and Occupational Safety and Health Administration guidelines.
 - e. In the event the Contractor is required to hire Sub-Contractors, those Sub-Contractors must be appropriately licensed by the Town of Bluffton. The Contractor must provide the Town with a list of all Sub-Contractors and to immediately notify the Town of any changes. Use of non licensed Sub-Contractors is grounds for termination.

- f. The Town Manager or his designee may terminate this contract in whole or in part at any time for the convenience of the Town. If the contract is terminated for the convenience of the Town, the Town will pay the Contractor for costs incurred to that date of termination.
- g. Should any part of this Agreement be rendered void, invalid or unenforceable by a court of law, such a determination shall not render void, invalid or unenforceable any other part of this Agreement.
- h. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.
- i. This Agreement may not be modified nor any additional work performed unless such modification or work is approved in writing and signed by both parties. The Contractor may not assign this contract without the prior written approval of the Town.
- j. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or an appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.
- k. In the event the Town has to proceed to litigation to protect or enforce its rights, the Town shall be entitled to recover its reasonable attorney fees and costs.
- l. Unless otherwise specified in this Agreement, Contractor shall provide a one (1) year warranty for the work performed hereunder, with said time to be measured from the date of final acceptance of the work by the Town.
- m. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by the Agreement. Nothing contained herein creates any relationship between the Town and Contractor other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement. The conduct and control of the Contractor's agents and employees and methods utilized in fulfilling its obligations hereunder shall lay solely and exclusively with the Contractor. The contractor's agents or employees shall not be considered employees of the Town for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the Town

IN WITNESS WHEREOF, the parties hereto affixed their signatures hereto the date first written hereinabove.

<CONTRACTOR NAME>

TOWN OF BLUFFTON

Date: _____

Date: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Position: _____

Position: _____

Witnesses: _____

Witnesses: _____

Witnesses: _____

Witnesses: _____

Attachments:

- 1.
- 2.



Attachment 3

MASTER SERVICES AGREEMENT WORK AUTHORIZATION

PO Box 386
Bluffton, SC 29910

PROJECT NAME:

PROJECT CODE:

MSA WORK AUTHORIZATION NO.:

DESCRIPTION OF WORK TO BE PERFORMED:

REQUESTED BY:

☐

Provide estimate before proceeding with work.

☐

Proceed with work.

LABOR

	LUMP SUM	T&M (NTE)

EQUIPMENT

	LUMP SUM	T&M (NTE)

MATERIAL

	LUMP SUM	T&M (NTE)

SCHEDULE

	START	END

Contractor Representative

Town Representative

Date